PUBLIC HEALTH, LABOUR AND MUNICIPAL ADMINISTRATION SECRETARIAT

NOTIFICATION.

Bangalore, dated 9th August 1965.

G. S. R. 625.—In exercise of the powers conferred by clause (d) of sub-section (2) of Section 323 of the Mysore Municipalities Act, 1964 (Mysore Act 22 of 1964), the Government of Mysore hereby makes the following rules, the draft of the same having been published as required by sub-section (1) of Section 323 of the said Act in Notification No. PLM 17 MLR 65, dated 2nd June 1965, published as G. S. R. 547 in Part IV-2C (1) of the *Mysore Gazette*, dated 10th June 1965, namely,

THE MYSORE MUNICIPALITIES (FURNISHING OF SECURITIES), RULES 1965.

1. Title.—These rules may be called the Mysore Municipalities (Furnishing of Securities) Rules, 1965.

2. Definitions.—In these rules, unless the context otherwise requires,—

(a) "Act" means the Mysore Municipalities Act, 1964;

(b) "form" means a form appended to these rules;

(c) "schedule" means a schedule appended to these rules; and

(d) "section" means a section of the Act.

3. Security to be furnished.—Every cashier, storekeeper, sub-storekeeper and any other municipal servant

who is entrusted with the custody of municipal funds or stores shall be required to furnish security and to execute a security bond in Form I setting forth the conditions under which the municipal council holds the security. The amount of security to be furnished by each such servant shall be that specified in the schedule.

4. Temporary or officiating appointments.—An officer or servant appointed in vacancies or posts the duration of which exceeds one month but does not exceed six months, may be permitted to furnish a lower security than that required to be fixed by the municipal council provided that such security shall in no case be less than half the full amount.

5. Relaxation in special cases.—The municipal council shall be competent to waive the security in the case of permanent or quasi-permanent employees where the post is held for less than a month if it is satisfied that there is no risk involved.

6. Nature of security.—The officer or servant required to furnish security may deposit the same in cash or in the form of Government securities or debentures or bonds of local bodies or other statutory bodies, or Government Savings deposits, or Government of India Savings Certificates or National Plan Bonds.

7. Offering sureties.—The officer or servant who is required to furnish securities shall deposit the whole amount of security within one month after the date of appointment:

Provided the municipal council may permit any officer or servant who is bound to furnish such security to bind himself by two responsible sureties residing within the State, or the whole amount and agreeing to deposit the same by monthly deductions from his pay at 10 per cent of his pay. The surety bond shall be in Form II; the sureties offered in this behalf shall be persons other than those who are municipal employees or members of the employees' family.

8. Charges towards payment of stamp duty.—All charges towards payment of stamp duty for execution of security bonds shall be borne by the officer or servant furnishing the security.

9. Responsibilities of appointing authority.—The Municipal Commissioner or Chief Officer shall be responsible for obtaining security from persons required to furnish the same and at the close of each calendar year he shall verify that the sureties are alive and solvent and wherever it is necessary call for a fresh security; in the case of sureties residing outside the municipality he shall obtain the information about the solvency of such surety from the Tahsildar of the taluk or the Municipal Commissioner or Chief Officer of the Municipality in which he is residing.

10. Changes in sureties to be intimated.—Every officer or servant bound to furnish security under these rules shall forthwith give intimation to the Municipal Commissioner or Chief Officer as the case may be of the death of any of his sureties to enable taking of fresh security.

11. Result of failure to give security.—Any officer or servant failing to furnish security required by these rules for more than one month after he has been called upon to do so, shall be liable to forfeit his appointment

12. Refund of security deposit.—The security deposit furnished by a municipal officer or servant shall be refunded as early as practicable after a period of six months from the date of his relinquishing the charge of the post; provided the superior officer of the officer or servant is satisfied and certifies to the effect that no loss has been caused to the municipal council during the period the officer or servant held the post.

SCHEDULE

(*See* Rule 3)

Sl. No.	*Post held*	*Amount of security (in rupees)*	
		City Ml. Cl.	*Town Ml. Cl.*
1	Octroi Officer	... One thousand	... Five hundred
2	Octroi Inspector	... Five hundred	... Two hundred and fifty.
3	Head Accountant (Treasury Section)	... Five hundred	... Two hundred and fifty.
4	Shroff (Treasury section)	... Five hundred	... Two hundred and fifty.
5	Store Keeper (P. W. Branch)	Five hundred	... Two hundred and fifty.
6	Revenue/Tax Inspector	... Three hundred	... Two hundred
7	Market Sergeant	... Three hundred	... Two hundred
8	Clerks dealing in cash or with stores, in revenue, octroi, health, water or other sections	.. Three hundred	... Two hundred
9	Gollar (Treasury section)	... Three hundred	... Two hundred
10	Bill Collector	... Three hundred	... Two hundred
11	Bus stand sergeant	... Three hundred	... Two hundred
12	Drivers and Mechanics	... Three hundred	... Two hundred
13	Collection Mutsaddis	Three hundred	... Two hundred
14	Avenue Inspectors	.. Three hundred	... Two hundred
15	Octroi Manager	... Three hundred	... Two hundred
16	Octroi Peon	... Three hundred	... Two hundred
17	Pound Keeper	... Three hundred	... Two hundred
18	Assistant Market Sergeant	... Three hundred	... Two hundred
19	Toll-gate Peons	... Three hundred	... Two hundred
20	Any other officer or servant entrusted with monetary transaction or handling of stores	... Three hundred	... Two hundred

[No. PLM 17 MLR 65.]

By Order and in the name of the Governor of Mysore,

74 B. VENKATARAMIA, *Dy. Secy.*

FORM I.

(*See* Rule 3.)

FORM OF SECURITY BOND TO BE FURNISHED BY MUNICIPAL SERVANTS.

Security bond by a..... when .....is deposited as ..... security.

Know all Men by these presents that I ..... of..... am held and firmly bound unto the Municipal Council (hereinafter called the Municipal Council) in the sum of Rs.....to be paid to the Municipal Commissioner/Chief Officer (hereinafter called the Municipal Commissioner/Chief Officer) their successors or assigns or their certain attorney or attorneys for which payment well and truly to be made I bind myself, my heirs, executors, administrators and legal representatives jointly and severally firmly by these presents.

Sealed with my seal dated this ..... day of 19.....and I the said ..... do hereby for myself/my heirs/executors, administrators and legal representatives covenant with the Municipal Commissioner/ Chief Officer, his successors in office and assigns that if any suit shall be brought touching the subject matter of this obligation or the condition hereunder written in any Court.

WHEREAS the above bounden.....was on the day of.....19.....appointed to and now holds and exercises the office of.....at .....And Whereas by virtue of such office and said..... has amongst other duties, the care, charge and oversight of and responsibility for the safe proper storing and keeping in the place appointed for the custody thereof respectively of all money, specie, bullion, coin, jewels, currency or Bank notes, stamps and securities of whatever description, gold, silver, copper, nickel, bronze, lead, goods, stores, chattels or effects (hereinafter together only called the said property) stores and use at, received into or despatched from the..... of ..... or paid, deposited or brought into the said..... by any

person or persons whomsoever and for any purpose or purposes whatsoever And Whereas the said..... as such..... as aforesaid is also responsible that the said property and every part thereof are and is of full measure and good quality when received into the said ..... and until he has duly accounted therefor in manner hereinafter referred to And Whereas the said ..... is bound from time to time whenever called upon so to do to show to his superior officers that the said property and every part thereof save so much thereof as he has duly accounted for is at all times intact in the places aforesaid and is also bound to attend for the purpose of discharging his duties aforesaid at such time and places as his superior officer may appoint And Whereas the said.....is further bound to keep true and faithful accounts of the said property and of his dealings under written orders of his superior officers therewith respectively in the form and manner that may from time to time be prescribed under the authority of the Municipal Council and also to prepare and submit such returns and such accounts as he may from time to time be called upon to prepare and submit And Whereas the bulk of the said property remains as well in the care, charge and custody of the..... for the time being at..... as of the said but as between himself and the Municipal Council he the said ..... is alone responsible and answerable therefor and for every part thereof And Whereas the responsibility of the said for the said property and every part thereof does not cease until the same has been duly used under the written orders aforesaid and accounted for or been duly despatched from the said .....and delivered over to and a full and complete discharge therefor obtained from such persons and at such places as the ....(Officer) or other person exercising his functions for the time being under the sanction of the Municipal Council may direct And Whereas the said..... in consideration of his said appointment has delivered to and deposited with.....as such ..... (Officer) as aforesaid.....to the extent of Rs ..... for the purpose in part securing and indemnifying, the Municipal Council, their successors and assigns against all loss and damage which they might or may in any way suffer by reason of the said property or any part or parts thereof being in any way consumed, wasted, embezzled, stolen, misspent, lost, misapplied or otherwise

dishonestly, negligently or by through oversight or violence made away or parted with by himself the said ..... or by any of the sub-treasurers/sub-storekeepers, servants, clerks, cash-keepers, shroffs, coolies or other persons serving under him the said .....And Whereas the said ....hereby acknowledges that he is bound by all the conditions, and rules of the Mysore Municipalities Act, 1964, and such Rules and Bye-laws and orders as may from time to time be issued by authority and may be in force and especially with reference to his relations and dealings with and the rights of his subordinates and his own subordination to his superior officers and that it is his duty to keep himself acquainted at all times with the contents of the Mysore Municipalities Act and such rules and orders as aforesaid and all or any alterations made from time to time therein And Whereas the said ....has entered into the above bond in the penal sum of Rs ..... conditioned for the due performance by him the said ..... of the duties of the said office aforesaid and of other duties appertaining thereto or which may lawfully be required of him and the indemnity of the Municipal Council their successors, assigns and servants against loss from or by reason of the acts or defaults of the said ..... and of all and every the persons and person aforesaid.

Now the condition of the abovewritten bond is such that if the said .....has whilst he has held or exercised the duties of the said office of ..... as aforesaid always duly performed and fulfilled the said duties of the said office and other duties aforesaid and if he the said ..... shall whilst he shall hold or exercise the duties of the said office always duly perform and fulfil all and every the duties thereof aforesaid and perform and observe all and every conditions and rules of the said Act and the said rules and orders and further if the said..... .....do and shall indemnify and save harmless the Municipal council, their successors and assigns and all and every person or persons who from time to time has or have held or shall hold or exercise the said office of ..... (officer) and all other servants of the Municipal Council from and against all and every loss and damage which during the time the said ..... has held executed and enjoyed the said office has happened or been sustained or shall or may at any time or times hereafter happen to be sustained by the Municipal Council their successors or assigns

or the said.....(Officer) for the time being or any such servant as aforesaid by from or through the means of the neglect, failure, misconduct, disobedience, omission or insolvency of the said.....or of any of the sub-treasuries sub-storekeepers, servants, clerks, cash-keepers, shroffs, coolies or other persons nominated, accepted by or serving under him the said ..... or by from or through the consuming, wasting, embezzling, stealing, misspending, losing, mis-applying or otherwise dishonestly or negligently or by or through oversight or violence making away or parting with the said property or any part or parts thereof by any person or persons whomsoever whilst he, the said ..... had held or executed the duties of the said office or shall hold or execute the duties of the said office.

THEN this obligation shall be void and of no effect. Otherwise the same shall be and remain in full force and virtue.

PROVIDED ALWAYS and it is hereby declared and agreed by and between the parties hereto that the .....shall be and remain at the disposal of the, said ..... - (Officer) for the time being or the Municipal Council as and for part and additional security (over and above the above-written bond) to the Municipal Council, their successors and assigns for the indemnity and other purposes aforesaid with full power to the Municipal Council, their successors or assigns or the servants of the Municipal Council duly authorised in that behalf from time to time as occasion shall require to apply the same together with any interest receivable or received in respect thereof in and towards the indemnity as aforesaid of the Municipal Council, their successors and assigns and the servants of the Municipal Council as the case may require.

AND it is hereby lastly agreed and declared by and between the parties hereto that in the event of the death of the said ....or the vacation by him of his said office of.....the abovementioned..... shall be retained with the said .....(officer) for the time being for the term of six months after the date of such death or such vacation as the case may be as security against any loss or damage that may have been or may thereafter be incurred by the Municipal Council, their successors and assigns and the servants of the Municipal council and in respect of which the said and his heirs, executors administrators and legal representatives after his death is and are, or shall or may be liable to

indemnify the Municipal Council, their successors and assigns and all such persons as aforesaid PROVIDED ALWAYS that the return at any time of the said .....shall not be deemed to affect the right of the Municipal Council to take proceedings upon or under the said bond against the said..... .....in case any breach of the condition of the said bond shall be discovered after the return of the said but the responsibility of the said ..... shall at all times continue and the Municipal Council shall be fully indemnified against all such loss or damage as aforesaid at any time.

Signed, sealed and delivered by the

abovenamed.....

in the presence of.....

FORM II

(*See* rule 7)

SECURITY BOND

By this Bond we, Sri.....son of .....(here enter designation) hereinafter called the Principal and Sri.....Son of..... (here enter designation) residing at..... and Sri ..... son of.....(here enter designation) residing at .....hereinafter called the Sureties are jointly and severally bound to the Municipal Council, hereinafter called the Municipal Council, in the sum of Rs .....to be paid to Municipal Council for which payment to be made, we bind ourselves and each of such in the whole, our and each of our heirs, executors or administrators, jointly and severally, by these present.

Whereas the above mentioned Prinicipal has been appointed to the Office of .....and has been required to furnish cash security of Rs .....to provide against loss caused to Municipal Council through dishonesty, negligence or disregard of rules on his part and whereas he has been allowed to deposit the said sum by means of monthly deductions of ten per

cent of his pay; which deduction he has separately authorised Now the conditions of the abovewritten bond are as follows:—

1. If the said Principal shall, faithfully discharge his duties and no loss is caused to Municipal Council then the abovewritten bond shall be void, otherwise the same shall remain in full force and virtue.

2. Any indulgence shown to the Principal shall not exonerate the sureties.

Witness :

.....
(Principal)

1. .....
(First surety)

2. .....
(Second surety)

ACCEPTED

On behalf of and under the direction of the Municipal Council

Name .....

Designation .....

[No. PLM 17 MLR 65].

By Order and in the name of the Governor of Mysore,

B. VENKATARMIA, *Dy. Secy.* (*Special*)